

These Specific Terms and Conditions are to be read in conjunction with our General Terms and Conditions of Supply. All definitions contained within the General Terms and Conditions of Supply shall have the same meaning when used in these Specific Terms and Conditions.

1 THE SERVICES

1.1 The Services to which these Specific Terms and Conditions relate ("Zen Business Talk SIP Services" or "Service") provide you with the facility to make and, where applicable, receive phone calls. Specific products can be found on our Web site:

<http://www.zen.co.uk/business/voice/voip/broadband-voice-overview.aspx>. The Zen Business

Talk SIP Services will be provided to you using the phone number specified in the Customer Application.

1.2 You agree and warrant that you will not use (and will ensure that no-one else uses) the Zen Business Talk SIP Services to make offensive, indecent, menacing or hoax calls. You shall not use the Zen Business Talk SIP Services to transfer any illegal material or engage in unlawful activities. You also agree that you will not re sell or onward sell the Zen Business Talk SIP Services to any third party.

2 COMMENCEMENT OF SERVICES

2.1 To enable us to provide you with the Zen Business Talk SIP Services, you must have either have a presence (including necessary equipment as determined by us) in the Telecity facility in Manchester or a Leased Line supplied by Zen Internet (other an 'access only' Leased Line) . Other services can be

used in conjunction with the Zen Business Talk SIP Services at Zen Internet's discretion. If connectivity is obtained from Zen Internet, the relevant terms and conditions of Zen Internet apply.

2.2 To enable us to provide you with the Zen Business Talk SIP Services, you will need and agree to install a PBX with a SIP interface (referred to in these Specific Terms and Conditions, together with any other equipment specified in the Customer Application, as the Equipment) at your relevant premises prior to commencement of the Zen Business Talk SIP Services. Before accepting your Customer Application, we may at our discretion, give you some advice on any necessary preparation.

2.3 You may purchase the Equipment from us if it is available (if and when we notify you that it is available, but not otherwise) but you are in any event responsible for maintenance and support of the Equipment. We may at our discretion provide recommendations as to third party suppliers of the Equipment where available, but shall not be obliged to do so. You are responsible for providing a suitable location for any Equipment which is purchased from us or a third party and for the maintenance and support of any Equipment. Without limiting the generality of these Specific Terms and Conditions, Zen Internet does not guarantee compatibility or offer any assurances as to levels of service or otherwise in relation to the Zen Business Talk SIP Service in the event that the Zen Business Talk SIP Service is used with hardware or applications not supplied or configured by Zen Internet.

2.3 We will use all reasonable efforts to activate the Zen Business Talk SIP Services by the date notified to you following acceptance of your Customer Application, however all dates are estimates and we do not guarantee that they will be met.

3 CHARGES AND PAYMENTS

3.1 The monthly charges for the Zen Business Talk SIP Services and specific call charges will be provided and must be agreed, by signature, prior to the provision of the Service. The one off installation charge is payable monthly in advance. Prior to the provision of the Service, you are required to apply for and obtain a service agreement with Zen Internet as detailed at

www.zen.co.uk/userfiles/documents/shared/site/forms/credit-application-form.pdf. Once this agreement is in place, you can make calls up

to the maximum value of as agreed by us from time to time. All monthly charges for your Zen Business Talk SIP Service will be billed at the end of the month during which the relevant calls were made. You must pay the whole sum invoiced by a single payment within 30 days.

3.2 In the event that you exceed the maximum value agreed in any one calendar month, we reserve the right to suspend your Account(s), until such time that we receive all monies outstanding. Our standard payment terms are 30 days following invoice date. We reserve the right to suspend the Service if these terms are not met.

3.3 Customers who have existing agreement to incur charges with Zen Internet for other Zen services can use such limit for Zen Business Talk SIP subject to a review of estimated spend for the new Service. As such a new limit may be applied and proof may be required for the increased limit.

3.4 There is a minimum charge for the Service in any calendar month. During your monthly billing cycle if your call charges do not exceed the minimum charge excluding VAT your bill for the month will be the minimum charge excluding VAT. If your monthly call charges do exceed the minimum charge excluding VAT, your bill will be for the amount you have accumulated.

3.5 We will provide you with a summary bill of call charges due from you on your renewal date each month. You will also be able to view and print an itemised bill (showing calls made via your Account) via our customer portal, which can be accessed at <https://portal.zen.co.uk>. To print an itemised bill, you will require software which can read .xls files such as Microsoft Excel or Microsoft Excel Viewer. All calls will be billed against the phone number designated in your Customer Application.

3.6 The summary bill referred to above will be sent to you by email in PDF format. You will need to have Adobe Acrobat Reader installed to view this type of file. If you would like to receive a hard copy of your bill, you can access our Customer Portal (<https://portal.zen.co.uk>) or ring our Billing team (or such other number as we may notify to you for that purpose from time to time).

3.7 You acknowledge and agree that you are not entitled to any refund in respect of any unused rental purchased during the contract or upon receipt from you of a cancellation of the Service. In addition, nothing in the Agreement shall relieve you of any liability to pay, and you shall be and remain responsible to pay, all charges for any calls or rentals made from your account for the Zen Business Talk SIP Service.

3.8 Any invoice disputes should be raised in writing with Zen Internet, no later than 7 working days from the Tax point date on the disputed Invoice (or the date the summary bill is sent to you, if later). Invoice disputes need to be notified to The Customer Billing Team at accounts@zen.co.uk, or by post to Sandbrook Park, Sandbrook Way, Rochdale OL11 1RY. If the dispute is found by us to be valid, then a credit will be applied to a subsequent invoice for the relevant amount.

4 TRANSFERABILITY

4.1 The phone number that is assigned to your account can be amended by written request by you for free. We will endeavour to complete change within 24 working hours although this cannot be guaranteed. During the change process, you may not be able to use the Zen Business Talk SIP Service. We will inform you of the new telephone number that has been assigned to your account. It is your responsibility to update any hardware or software configuration with these new details in-order to enable calls using the Zen Business Talk SIP Service.

4.2 It is your responsibility to ensure that your contact details are kept up to date. In the event that you access the Service from a different location, you shall inform us of your updated location information.

4.3 You agree to:

- a) keep any records of your User Name(s) and/or Password(s) in separate places and take all necessary steps to ensure their security;
- b) keep your User Name(s) and/or Password(s) private and confidential and ensure, at all times, that it (or they) do not become known to anyone else.

5 TERMINATION

5.1 You may cancel the Zen Business Talk SIP Services (and terminate the Agreement) at any time before the Service is activated and available for you to use.

5.2 Any Equipment that may be purchased from us will be subject to the terms of the General Terms and Conditions or other applicable purchase terms and conditions.

5.3 Once your Zen Business Talk SIP account has been set up and activated, if you wish to terminate the Service, you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.

5.4 If we have provided you with inbound numbers that have been set up and activated and you

wish to cancel the Service you may do so by giving notice equal to the Minimum Cancellation Notice Period (being 30 days) to expire on or after the Minimum Service Period. Termination notification is specified in our General Terms and Conditions.

- 5.5** We may not offer you the ability to transfer (port) your existing number to an alternative supplier in the event of termination the Service
- 5.6** You understand that terminating the Zen Business Talk SIP service does not automatically terminate any other services that you have with us. Termination of other services is separate and subject to the applicable Specific Terms and Conditions <http://www.zen.co.uk/policies.aspx>
- 5.7** If you choose to terminate any Zen Internet services as a result of which the Zen Business Talk SIP Service is not available to you, you must place a separate cancellation request for cancellation of the Zen Business Talk SIP Service. If you do not terminate the Zen Business Talk SIP Service separately you will be liable to pay continuing charges for the Zen Business Talk SIP Services notwithstanding that the Zen Business Talk SIP Service may not be available without the other Zen Internet service (for example, internet access).
- 5.8** On termination of the Zen Business Talk SIP Service for any reason, we will invoice you for all call charges due in respect of any calls made from your Account via the Zen Business Talk SIP Service up to the date of such termination.

- 5.9** We reserve the right to suspend or terminate the Service for failure to pay any sum on the due date for payment.

6 IMPORTANT INFORMATION

- 6.1** Not all services and features that you would expect from a standard phone line will be available as part of the Zen Business Talk SIP Service. If you purchase voice hardware from Zen Internet that has been configured correctly and you lose power, then all calls will be routed over the standard telephone network and you will be liable for all call charges. If you do not use hardware from Zen Internet and you lose power, then we can make no guarantees that you will be able to make any calls. If you are able to make any calls, then you will be liable for all charges incurred.
- 6.2** We cannot guarantee the availability of the Zen Business Talk SIP Services in the event of matters beyond our reasonable control including without limitation, if your service is lost or fails, power cuts/failure, flood, fire, riot, failure of third party suppliers, strikes, embargoes or changes in law or regulation. The Zen Business Talk SIP Service may also be impaired by the uploading or downloading of data using your Internet connection.

EMERGENCY CALLS

- 6.3** We will endeavour to carry any 999/112 Emergency calls that are made using the Service, but we cannot guarantee that you will be able to make these calls. We would advise that you do not try to route these calls using Zen Business Talk SIP at any time and that

you make alternative arrangements to ensure that you can make 999/112 Emergency calls.

You will not be able to make calls to 09 or 1 telephone numbers (with the exception of 141). It is your responsibility to inform permitted users that it may not be possible to make such calls with the Zen Business Talk SIP Service. It is your responsibility to provide and/or procure all such equipment and/or services (and ensure that they are correctly installed, configured and/or activated) to allow you to route these calls by alternative means.

- 6.4** If you do make an Emergency call over the Zen network, then we cannot guarantee that we will be able to provide location information to the Emergency services. In this situation, it is your responsibility to read out your location information and your phone number to the operator
- 6.5** You understand and acknowledge that some calls are not covered by the Zen Business Talk SIP Service (as specified in the Service description or Customer Application) will not be routed over the Zen Business Talk SIP Services network, and that should you make such a call then you will be liable for any charges from any other operator.
- 6.6** You understand that should you lose connection to the Zen Business Talk SIP network or should the Zen Business Talk SIP Services fail, then it is your responsibility to make alternative arrangements to route calls.
- 6.7** It is your sole responsibility to ensure that measures are taken to restrict phone users and numbers dialled where necessary, as all

call charges arising from the use of the Service are at your expense. For the avoidance of doubt, Zen Internet is not be liable for call charges including without limitation those arising from inappropriate and/or excessive use of the Zen Business Talk SIP Service.

- 6.8** We reserve the right to amend our call charges at any point and will give you advance notice of any changes.
- 6.9** You acknowledge that the number of concurrent calls that you are able to make via the Service may be dependent on the bandwidth available. Without limiting the generality of these Specific Terms and Conditions, Zen Internet accepts no responsibility for loss or degraded quality of the Service as a result of excessive concurrent calls.